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IN THE UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

**NIKE, INC.**, an Oregon corporation, and **NIKE, INTERNATIONAL, LTD.**, a Bermuda corporation,

Plaintiffs,

v.

**FIELDTURF (IP), INC., fka FIELDTURF, INC.**, a Canadian corporation, and **FIELDTURF USA, INC., fka FIELDTURF INTERNATIONAL, INC.**, a Florida corporation,

Defendants.

CV '07 1 1 1 HA

Civil No. ______________

**PLAINTIFFS' MEMORANDUM IN SUPPORT OF MOTION TO FILE COMPLAINT UNDER SEAL**

The dispute underlying the Complaint centers on an Agreement between Plaintiffs NIKE, Inc. and NIKE, International, Ltd. (together "NIKE") and Defendants FieldTurf (IP), Inc. and FieldTurf International, Inc. (together "FieldTurf"). That Agreement between NIKE and FieldTurf incorporates by reference the terms of a prior Confidentiality Agreement between the parties. Pursuant to that Confidentiality Agreement, the parties broadly agreed that: "Each of the parties shall keep confidential the specific subject matter of the discussions, negotiations, explorations, or other contractual arrangement between the parties."

While this provision is broad, NIKE does not believe that the allegations in its Complaint against FieldTurf contain any "specific subject matter" of discussions, negotiations, explorations, or other contractual arrangement between itself and FieldTurf. Nevertheless, in an abundance of caution, and out of respect for FieldTurf's concerns regarding confidentiality, NIKE respectfully moves this Court for an order directing that the Complaint be filed under seal.

Given the circumstances, NIKE submits that good cause exists to merit sealing the Complaint. "[T]he decision as to access [to judicial records] is one best left to the sound discretion of the trial court, a discretion to be exercised in light of the relevant facts and circumstances of the particular case." *Nixon v. Warner Comm., Inc.*, 435 U.S. 589, 599 (1978), *quoted in DiRussa v. Dean Witter Reynolds Inc.*, 121 F.3d 818, 826 (2d Cir. 1997) (upholding district court's decision, following defendant's claim that filing of complaint violated confidentiality agreement with plaintiff, to seal the record and instruct the parties to agree as to what fell under protection of their agreement).

DATED: August 10, 2007.

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